

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is entered into as of November 1, 2000 by and between

7245 SIEGMUND STRAUSS INC.  
STALL 10  
BRONX TERMINAL MKT.  
BRONX, NY 10451

(hereinafter called the "Employer") and the UNITED FOOD AND COMMERCIAL WORKERS LOCAL 342-50, L-50 DIVISION, AFL-CIO, CLC, having its principal office at 166 East Jericho Turnpike, Mineola, New York 11501 (hereinafter called the "Union").

WHEREAS, the Employer and the Union are parties to a Collective Bargaining Agreement effective for the period of November 1, 1996 through October 31, 2000; and

WHEREAS, the parties have negotiated certain modifications to the Collective Bargaining Agreement, which they are to incorporate into the new Collective Bargaining Agreement;

NOW, THEREFORE, the Employer and the Union agree that all terms and conditions of the Collective Bargaining Agreement, effective November 1, 1996 through October 31, 2000, will remain in effect through and including October 31, 2004, except for the following modifications:

1. WAGES

The Employer agrees to make the following wage increase to all employees on the payroll on the following dates:

November 1, 2000	-	\$25.00 per week
November 1, 2001	-	\$20.00 per week
November 1, 2002	-	\$20.00 per week
November 1, 2003	-	\$20.00 per week

2. WELFARE TRUST FUND

Effective November 1, 2002 to October 31, 2003, the Employer agrees to contribute to the Local 50 Welfare Trust Fund a weekly sum of one hundred and thirty-five dollars and fifty cents (\$135.50) for each employee covered by this Agreement.

Effective November 1, 2003, and thereafter, the Employer agrees to contribute to the Local 50 Welfare Trust Fund a weekly sum of one hundred and forty-five dollars and fifty cents (\$145.50) for each employee covered by this Agreement.

3. **PENSION TRUST FUND**

The Employer agrees to continue to contribute to the Local 50 Pension Trust Fund a weekly sum of fifty-one dollars (\$51.00) for each employee covered by this Agreement.

4. **INTERNATIONAL UFCW FUND**

Effective November 1, 2001, the Employer agrees to contribute a monthly sum of sixteen dollars (\$16.00) for each employee covered by this Agreement to the United Food & Commercial Workers International Union and Industry Pension Fund. These contributions will be used to purchase a ten dollar (\$10.00) future service benefit for the employees. These contributions shall be due and payable the 1<sup>st</sup> day of the month following thirty (30) days of employment.

Effective November 1, 2003, and thereafter, the Employer agrees to contribute a monthly sum of thirty-two dollars (\$32.00) for each employee covered by this Agreement to the United Food & Commercial Workers International Union and Industry Pension Fund. These contributions will be used to purchase a twenty dollar (\$20.00) future service benefit for the employees. These contributions shall be due and payable the 1<sup>st</sup> day of the month following thirty (30) days of employment.

The Employer shall sign the appropriate Participation Agreements required by the United Food & Commercial Workers International Union and Industry Pension Fund.

The Employer agrees to be bound by the Agreement and Declaration of Trust as may be amended establishing the United Food & Commercial Workers International Union and Industry Pension Fund, including the provisions for the collection of contributions.

5. **SAFETY-EDUCATION-CULTURAL & LEGAL FUNDS**

Effective May 1, 2001, and thereafter, the Employer agrees to contribute to the UFCW Local 342-50 Safety-Education-Cultural Fund the sum of eight dollars (\$8.00) per month on behalf of each employee commencing on the first day of the calendar month following completion of thirty (30) days of employment.

Effective May 1, 2001, and thereafter, the Employer agrees to contribute to the UFCW Local 342-50 Legal Fund the sum of six dollars (\$6.00) per month on behalf of each employee commencing on the first day of the calendar month following completion of thirty (30) days of employment.

## 6. MANAGEMENT AND ADMINISTRATION OF THE WELFARE AND PENSION TRUST FUNDS

## **Article 17-change heading to “Management and Administration of the Trust Funds.”**

Article 17 (a), (b), (c) and (d) – include references to the Safety-Education-Cultural Fund and Legal Fund.

Article 17 (b) – delete existing language: “if the Funds start an arbitration proceeding or action at law for collection, then the Employer shall pay as additional contributions to the Funds the actual cost of arbitration or litigation, plus reasonable attorneys’ fees of twenty percent (20%) of the amount due”. Replace with: “if the Funds start an arbitration proceeding or action at law for collection, then the Employer shall pay, in addition to the unpaid contributions: interest on the unpaid contributions; an amount equal to the greater of interest on the unpaid contributions or liquidated damages in the amount of twenty percent (20%) of the unpaid contributions; the actual cost of arbitration or litigation; and reasonable attorneys’ fees”.

## **7. SEVERANCE FUND**

Article 18 (d)– delete existing language: “if the Fund starts an arbitration proceeding or action at law for collection, then the Employer shall pay as additional contributions to the Funds the actual cost of arbitration or litigation, plus reasonable attorneys’ fees of twenty percent (20%) of the amount due”. Replace with: “if the Fund starts an arbitration proceeding or action at law for collection, then the Employer shall pay, in addition to the unpaid contributions: interest on the unpaid contributions; an amount equal to the greater of interest on the unpaid contributions or liquidated damages in the amount of twenty percent (20%) of the unpaid contributions; the actual cost of arbitration or litigation; and reasonable attorneys’ fees”.

Pending preparation of a more formal Agreement, the above Memorandum of Agreement shall be deemed in full force and effect and execution hereof, by the Employer, shall be deemed as an execution of the formal agreement to be submitted hereafter by the Union.

**EMPLOYER**

**UNITED FOOD AND COMMERCIAL  
WORKERS LOCAL 342-50,  
L-50 DIVISION, AFL-CIO, CLC**

*Jerry H. Brown*  
(Signature)

Sec.

(Date)

William Katz  
(Signature)

Sec-Treas  
(Title)

2/26/01